# HP RUGGED NOTEBOOK HP LIMITED WARRANTY

# **RUGGED NOTEBOOK COMPUTER**

Equipment	What is Covered	Warranty Period <sup>(1)</sup>
External Case & Components	External case, connectors, ports (serial, monitor, USB, audio, RJ45, and RJ11), standard keyboard, touch pad and mouse buttons, antenna, and covers (battery door and port covers).	3 Years
Electrical Components	Display, processor, circuit boards, hard drive, modems (including RF modems), speaker, and microphone.	3 Years
Consumables	Batteries and back-lit keyboards.	1 Year
Accessories	AC power adapters, vehicle power adapters, vehicle cradle, tip and ring cables, shoulder straps and carrying case.	1 Year
Peripherals	External peripherals and internal media bay devices, such as CD-ROM drives, floppy drives and PC cards, and all other 3rd party peripherals qualified for the Rugged Notebook and sold by HP.	1 Year
Software	OS and all application software.	90 Days

NOTE  $^{\scriptscriptstyle{(1)}}$ : Warranty Period begins on the original date of shipment from HP.

#### **TERMS AND CONDITIONS**

#### What is Covered

HP warrants that the Equipment as listed above will be free from defects in material and/or workmanship, which occur during normal use, and that it shall perform substantially in accordance with HP specifications for the Warranty Period(s) identified above. HP will repair the Equipment during the Warranty Period with new or rebuilt parts, free of charge in the United States. A purchase receipt or other proof of date of original purchase may be required before warranty performance is rendered.

Products and/or Services HP acquires from or through a manufacturer, distributor or other third-party provider and resells and/or provides to customer will carry the original manufacturer's pass-through warranty, if any.

## **How to Obtain Warranty Service**

You can obtain warranty service and technical support by contacting HP at <a href="http://www.hp.com/support">http://www.hp.com/support</a> or call the HP Technical Assistance Center (TAC) Hot Line at 1-800-hp-invent. Should Equipment require service, the TAC will issue a Repair Authorization (RA) and shipping instructions.

Be sure to have the following information available before you call HP:

- Product number, serial number, model name, and model number
- Applicable error messages
- Add-on options
- Operating system
- Third-party hardware or software
- Detailed questions

We have a variety of services available online to help you find answers to your questions and resolve problems—24 hours a day, 7 days a week. Logon to our online services site at <a href="http://www.hp.com/support">http://www.hp.com/support</a> where you will find a variety of help sources to meet your needs.

#### **Service Process**

All Equipment covered by this warranty will be serviced at HP's designated Service Center. Unless otherwise instructed by HP's TAC, all Equipment returned under warranty is to be shipped FOB destination, freight prepaid, to HP at the following address:

HP Service Center 1730 North Madson Street Liberty Lake, WA 99019

The RA number is to be legibly written on the outside of the shipping container. Customer will be instructed to fill out and return a "Client Service Report" in the package with the returned Equipment. This survey form will assist the Service Center in determining the cause of failure and completing warranty repairs. HP will ship the repaired or replacement Equipment to the customer location FOB destination, freight prepaid.

Equipment should be re-packaged in its original factory shipping packaging when returned for warranty service. If the original packaging is not available, customer is to provide packaging of equivalent protection.

## **Data Storage Media**

HP is not responsible for any software programs, data, or other information stored or used on any media or part of any Equipment returned to HP for warranty service or other repair, including the costs of recovering such programs or data. If, during the warranty service or repair of the Equipment, the contents of the hard disk or any other data storage media are altered, deleted, modified or lost, HP is not responsible. It is the customer's sole responsibility to back up any software programs, data, or information stored on any storage media or any part of the Equipment returned for warranty service or out-of-warranty repair.

# **Service Programs**

Warranty features can be expanded and warranty periods extended to suit specific customer needs. HP welcomes the opportunity to present its optional service plans and pricing upon request.

## **Damage and Other Repairs**

Service performed outside the scope of this warranty will be charged at the then current time and materials rates plus shipping costs. Equipment returned for warranty service where the problem cannot be duplicated and no hardware failure is detected is subject to a service charge plus shipping costs.

#### **Exclusions**

This warranty specifically excludes damage to the Equipment, including but not limited to the following:

- damage during shipment other than original shipment to customer;
- damage caused by impact with other objects, drops or falls including, but not limited to, broken display glass, hard drive sector damage or read/write head damage, or physical breakaway of internal components;
- damage caused by liquid intrusion into the inside of the Equipment as a result of case fracture or entry through an external port or door;
- damage caused by products not supplied by HP or failures which result from alterations, modifications or foreign objects;
- damage caused by the use of the Equipment for purposes other than those for which it was designed;
- damage caused by any other abuse, misuse, neglect, accident, negligence, mishandling or misapplication;
- damage from improper maintenance; or
- damage attributable to acts of God.

In no event shall HP be liable, whether in contract, negligence, tort, or on any other basis, for cover or for incidental, consequential or exemplary damages arising out of or in connection with the sale, services, maintenance, use, performance, failure, or interruption in the operation of the Equipment, services, hardware or software, even if HP is advised of the possibility of such damages.

## **Warranty Disclaimer**

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

## **Limitation of Liability**

IF YOUR HP HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, HP'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

# **HP Limited Warranty**

HP's entire liability and the customer's exclusive remedy for any Equipment that fails to comply with this warranty shall be, at HP's option and expense: (i) to repair the non-conforming Equipment, or (ii) to provide an equivalent replacement. Customer is responsible for returning the non-conforming Equipment, properly packaged, to the HP designated Service Center during the Warranty Period. HP is responsible for shipping costs of Equipment serviced under warranty. Customer agrees to furnish HP reasonable access to Equipment.

The Warranty Period is not extended as a result of upgrading the Equipment. To receive warranty service, the customer must promptly notify HP of the warranty claim prior to expiration of the Warranty Period. This warranty is not transferable and applies only to the original end-user and the original Equipment.